

**Kisalon 2 Pumping Station**

**Tender No. R-24\2016**

**Design, Supply, Installation and Commissioning of Electrically Operated Pumping Units and Associated Services**

**Addendum and Clarification Notice #6**

1. Pursuant to the provisions of Section 16.1 (*Clarification of Tender Documents*) and 16.3 (*Amendment of Tender Documents*) of Volume 1 - Request for Proposals ("**RFP**"), Tenderers are hereby informed of the following clarifications and amendments to the Tender Documents.
2. In accordance with Section 16.3.5, this addendum shall constitute an integral part of any Tenderer's Proposal.

<b>Amendments to Volume 1 (<i>Request for Proposal</i>)</b>		
<b>Item no.</b>	<b>RFP Section</b>	<b>Amendment</b>
1	Section 2.4 (Time Schedule)	The Submission Date is postponed and shall be <b><u>on the 6<sup>th</sup> of June 2017.</u></b>  See Section 18.2.1 of the RFP with regard to submission hours: as of 09:00 AM (local time) and by no later than 16:00 (local time).

<b>Clarifications to Volume 1 (<i>Request for Proposal</i>)</b>		
<b>Item no.</b>	<b>RFP Section</b>	<b>Clarification</b>
1	13 (Price Proposal) Goods Release from Customs; Customs Payments	(a) <b><u>Goods Release from Customs:</u></b>  At the Supplier's request MWC shall release imported goods (Pumping Units and associated auxiliaries) from customs. For this purpose, the

	and Un-deductible VAT & Customs Tax	<p>Supplier shall register the imported goods within the import entry documents (denoted in Hebrew: "<b>Rashomon</b>") in MWC's name as importer. The Supplier shall further furnish MWC with a Certificate of Origin (denoted in Hebrew: "תעודת מקור") at the time required per the Customs Tax and Exemptions and Purchase Tax Ordinance. MWC shall then release the goods from Customs and the Supplier shall – from this point onwards – retake possession of the goods, deliver them to the site and continue the execution of all obligations, undertakings and works. In any event the responsibility for the goods shall, at all times, remain with the Supplier.</p> <p>(b) <b><u>Custom's Payments</u></b></p> <p>At the point the goods are released from customs – MWC shall pay for:</p> <p>(i) Goods VAT and Customs Tax (to be paid upon custom's release) – as such shall be determined by the applicable Laws and Regulations and by the Relevant Authorities (including the Israeli Tax Authority). Customs Tax paid by MWC shall be set off from the payments the Supplier shall be entitled for. With regard to VAT – please note item (c)(i) below.</p> <p>(ii) MWC's Custom Broker's fee.</p> <p>Without derogating from the provisions of item (c)(i) below relating to item (b)(i) above - all other payments, fees, taxes and levies relating to the engagement and execution of works</p>
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		<p>(including but not limited to customs clearance payments not identified under the above items (i) – (ii) such as [but not limited to] unloading, storage, duration, other port fees, agents etc.) shall be solely borne by the Supplier. Without derogating from the above (including item (c)(i) regarding set-off of un-deductible payments made by MWC), the Supplier shall not be responsible for derivative taxes which apply directly on MWC being the assessee by law.</p> <p>(c) <b><u>Un-deductible VAT</u></b></p> <p>(i) In any event VAT shall be added by MWC to payments the Supplier shall be entitled for as per the Contract or in relation to the release of goods at customs (see item (b)(i)) above and such VAT shall not be deductible by MWC, then such un-deductible amounts shall be set off from payments the Supplier shall be entitled for in accordance with the Contract.</p> <p>(ii) After Signature Date the Parties will jointly approach the Relevant Authorities for the purpose of exploring a possibility to obtain a ruling enabling MWC to deduct the VAT payments associated with its engagement with the Supplier (upon which MWC shall not set off such amounts from the Contractor as provided above).</p> <p>MWC's assistance and cooperation shall not oblige MWC to any expense or cost or to justify any amendment to the Contract</p>
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		<p>Documents. It is further provided that the Relevant Authorities may stipulate their ruling upon conditions to be met by the Supplier.</p> <p>This is and shall not be construed as MWC's confirmation, representation, consultation or estimation of the actual or time by which such ruling may be given by the Relevant Authorities and associated terms nor as for the requirements to be met by the Supplier up until the ruling (if approved and at the terms stipulated) is given.</p> <p>(iii) Regardless, the Relevant Authorities may apply terms on the Supplier (relating to the Project and specifically works to be executed in Israel) which the supplier shall implement and follow. Works executed in Israel and entity executing such works may have certain tax implications including with regard to MWC's payments of VAT and its ability to have them deducted (see items (b)(i) and (c)(i)).</p>
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3. **Carefully note:**

- (a) Any omissions, stipulations, conditions, deviations, reservations and changes to the terms and conditions of the Tender Documents (including the RFP and Tender Forms, Contract and Appendices and any omissions, stipulations, conditions, deviations, reservations and changes made to or reflecting upon the aforesaid documents within the Proposal) will be rejected by MWC and may lead to the disqualification of the Proposal.

If so determined by MWC, the Tenderer will be deemed to be committed to its Proposal disregarding any such changes or insertions made by the Tenderer.

- (b) Amendments to the Tender Documents shall only made by MWC in addendum and clarification notices it shall issue and upload to its Website. No other alteration shall be allowed, approved or acknowledged by MWC or may be assumed, construed or executed by the Tenderers also in the event a RFC submitted was not responded to by MWC (in full or in part).
- (c) For the avoidance of any doubt, in this Tender (differently to the previous tender in connection with the Works - Tender No. R-19/2015) a *Local Agent* of the Pump Manufacturer (as referred to in the previous tender) **shall not** be a Tenderer or, in the event of a JV, a Member thereof.

**This and all previous Addendum and Clarification Notices shall be attached by the Tenderer to its Proposal and shall constitute an integral part thereof.**

This Addendum and Clarification Notice is uploaded to MWC's Website.

Kindly note MWC's offices will be closed for Shavuot Holidays as of Tuesday May 30, 2017 – Saturday June 3, 2017 (inclusive). In the event of urgent matters only please address Eng. Micky Elisha at: [Melisha@mekorot.co.il](mailto:Melisha@mekorot.co.il) (in addition to MWC's TCC Mrs. **Lihl Cohen**, Tender Committee Coordinator, at: [lcohen@mekorot.co.il](mailto:lcohen@mekorot.co.il)).

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